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13 Attorneys for Plaintiff  
14 CENTRAL VALLEY EDEN ENVIRONMENTAL DEFENDERS

16 UNITED STATES DISTRICT COURT  
17 EASTERN DISTRICT OF CALIFORNIA

19 CENTRAL VALLEY EDEN ) Case No.: 2:22-cv-00509-JDP  
20 ENVIRONMENTAL DEFENDERS, LLC, a )  
California limited liability company, )  
21 Plaintiff, )  
vs. )  
23 BUILDING MATERIAL DISTRIBUTORS., a )  
California corporation; and DOES 1-10, )  
inclusive, )  
26 Defendant. )  
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)  
) **STIPULATION TO DISMISS ENTIRE ACTION AGAINST ALL DEFENDANTS WITH PREJUDICE; [PROPOSED] ORDER GRANTING DISMISSAL WITH PREJUDICE**  
FRCP 41(a)(2)

1 Plaintiff Central Valley Eden Environmental Defenders, LLC (“Plaintiff”) and Defendant  
2 Building Material Distributors, Inc. (“Defendant”), hereby enter into this Stipulation to Dismiss  
3 Plaintiff’s Complaint and all claims against all Defendants with prejudice.

4 WHEREAS, Plaintiff and Defendant (the “Parties”) have entered into a settlement  
5 agreement that achieves a full and final settlement of all Plaintiff’s claims against Defendant as  
6 set forth in the Complaints filed in this matter.

7 WHEREAS, on August 5, 2024, the Parties filed a Notice of Settlement notifying the  
8 Court that the Parties had reached a full settlement to resolve all outstanding issues in this action  
9 (“Settlement Agreement”).

10 WHEREAS, on August 2, 2024, Plaintiff served a copy of the Settlement Agreement on  
11 the Department of Justice (“DOJ”) for a mandatory 45-day review period under 33 U.S.C. §  
12 1365(c)(3) and 40 C.F.R. § 135.5. All interested parties agree that the expiration date of the 45-  
13 day review period was September 16, 2024.

14 WHEREAS, the Parties’ Notice of Settlement specified that upon the expiration of the  
15 DOJ’s review period, if no objection was lodged by the DOJ, the Settling Parties would stipulate  
16 to and request an order from this Court dismissing with prejudice Plaintiff’s claims as to  
17 Defendant.

18 WHEREAS, the statutory agency review period has expired without any objection being  
19 lodged by the DOJ. A Notice of Non-Objection was filed with this Court on September 17,  
20 2024.

21 NOW THEREFORE, IT IS HEREBY STIPULATED and agreed to by and between the  
22 Parties that Plaintiff’s Complaint and all claims against Defendant shall be dismissed with  
23 prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2).

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2 The Parties respectfully request an order from this Court dismissing such claims with  
3 prejudice, with each side to bear their own attorney fees and costs, except as provided for by the  
4 terms of the Settlement Agreement attached hereto as **Exhibit A**.  
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Dated: October 4, 2024  
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By: /s/ Craig A. Brandt  
Craig A. Brandt  
Attorney for Plaintiff  
CENTRAL VALLEY EDEN  
ENVIRONMENTAL DEFENDERS  
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Dated: October 4, 2024 GORDON REES SCULLY MANSUKHANI, LLP  
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By: /s/ Christopher T. Johnson  
*as authorized by counsel per LR 131(e)*  
Brian M. Ledger  
Christopher T. Johnson  
Attorneys for Defendants  
BUILDING MATERIAL DISTRIBUTORS,  
INC.  
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2                   **{PROPOSED} ORDER**  
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4                   Good cause appearing, and the parties having stipulated and agreed, IT IS HEREBY  
5  
6 ORDERED as follows:

7                   The Complaint filed in this matter by Plaintiff CENTRAL VALLEY EDEN  
8 ENVIRONMENTAL DEFENDERS, LLC, and all claims against Defendant BUILDING  
9 MATERIAL DISTRIBUTORS are hereby dismissed in their entirety, with prejudice.

10                  Each party is to bear their own attorney fees and costs, except as provided for in the  
11 Settlement Agreement executed by the Parties on July 31, 2024, a copy of which is filed at ECF  
12 No. 93-1 and incorporated herein by reference.

13 PURSUANT TO STIPULATION,

14  
15 IT IS SO ORDERED.

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17 Dated: October 4, 2024

  
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19                   JEREMY D. PETERSON  
20                   UNITED STATES MAGISTRATE JUDGE  
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